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A
S T A T E
OF THE
C A S E

In Regard to the

Point in Dispute

BETWEEN

Mr. M O S S E

AND

Mr. S H E R I D A N.

The SECOND EDITION,

D U B L I N :

Printed in the Year, 1750.

(Price Three-pence.)





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S T A T E
O F T H E
C A S E, &c.

SOME Time ago the following Advertisement made its Appearance in Town, viz.

On *Thursday* Morning, being the 8th Inst. at twelve o'Clock at Noon, the New Garden in *Great-Britain-street* will be opened, for the Benefit of the Lying-in-Hospital, with a grand Band of VOCAL and INSTRUMENTAL MUSICK, and to be continued every FAIR DAY until the latter End of *April*; and from that Time every FAIR EVENING during the Season.

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In Consequence of this Advertisement, a very numerous Company were assembled on that Morning at the Garden ; but they were disappointed of the Concert. The Blame was thrown, by the Director of the Garden, upon the Manager of the Theatre ; and great Industry was used to have it represented to all Persons present, that he unjustly detained the Band of Vocal and Instrumental Performers from Mr. *Mosse*. This raised a general Clamour against the Manager.— Mr. *Sheridan*'s Friends thought it necessary that he should justify himself ; which he accordingly did, by some Advertisements published in the *Journal*, on *Saturday, March* the 10th, which were prefaced by these Words. “ The Treatment “ the Manager has met with upon this Occasion has “ been very severe ; but as he does not chuse to cri- “ minate any Person, unless *called upon* to do so in “ his own Defence, he is content at present with ac- “ quitting himself.”

In the next *Journal* Mr. *Mosse* did *call upon him*, so that he could no longer avoid laying open a full State of the Case. Accordingly he promised to prove certain Articles to the Public, which now he will undertake to do.

ARTICLE I.

Mr. Sheridan never gave any Leave to his Band, or any of them, to make any Engagement with Mr. Mosse, either written or otherwise, as specified by him and them.

The Manager never was applied to by any of his Band in Person : The only Application made to him was by Signor *Pasquali*, who, in the Name of the Band asked him, Whether he would give them Leave to perform at the Gardens, at such Times only as he had no Occasion for their Attendance at the Theatre?

Theatre ? His Answer was, " That if he could contribute to the promoting a charitable Design, and at the same Time be of Service to the Band, without interfering with his Theatrical Business, he could foresee no Objection to the giving them Leave to perform at the Gardens, at such Times as he had no Occasion for them."

For the Truth of the above he appeals to the Testimony of Signor *Pasquali*, which is the only one to be had upon this Occasion. *Vid. Appendix*, p. 17 and 18.

From a Declaration so guarded as this, who could foresee that such Inferences could be drawn, or such Consequences follow ? It must appear to every Person of common Sense, that the Manager did not hereby part with one Tittle of his Right ; he reserved to himself a Power of withdrawing that Leave, if he could shew any strong Objection to the giving it. If a wrong Use was made of this Leave ; if the Band or Mr. *Mosse* went beyond what he gave them Permission to do, he had not only a Right, but it was incumbent on him to withdraw it. But how the Band could suppose, that the above Words gave them a Liberty to enter into an absolute written Agreement with Mr. *Mosse*, to play whenever he called upon them ; or how Mr. *Mosse* could conclude, that he had a Right to command their Attendance whenever he pleased, is astonishing.

But Mr. *Mosse* says, he understood that the Permission given by Mr. *Sheridan* was not conditional, but absolute.

Now let us see upon what he grounded his Opinion.

In an Advertisement, published by him in *Faulkner's Journal*, of *Tuesday, March* the 13th, are these Words :

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“ In *January* last *Mr. Storace*, Director of the
 “ Band of Musick in the New Garden in *Great-*
 “ *Britain-street*, laid out for the Benefit of the *Lying-*
 “ *in-Hospital*, made a Proposal to some of the
 “ Band of Musick concerned at the *Theatre-Royal*
 “ to perform in the said Gardens, every fair Mor-
 “ ning, from *March* the 5th to the End of *April*
 “ following; and likewise in the Evening the remain-
 “ ing Part of the Summer. *An Offer so advantage-*
 “ *ous was readily embraced; and as they were under*
 “ *previous Engagements, and bound under a severe*
 “ *Penalty to Mr. Sheridan, not to perform in any pub-*
 “ *lic Place till the 1st of June, they applied to Mr.*
 “ *Sheridan for Liberty to engage with Mr. Mosse;*
 “ *which Liberty, Mr. Storace informed me, they ac-*
 “ *tually obtained, and, by Virtue thereof, entered in-*
 “ *to Articles with Mr. Mosse; whereby they were to*
 “ *perform in the Garden from twelve o’Clock till*
 “ *three,”* [N. B. *Mr. Mosse has here omitted the lat-*
 “ *ter Part of his Agreement, viz. and likewise in the*
 “ *Evening the remaining Part of the Summer*] “ *and with*
 “ *this Agreement and Engagement, to perform at these*
 “ *Hours, Mr. Sheridan was not ignorant. &c.”*

This is Mr. *Mosse’s* Assertion; but with what
 Evidence does he support it? His principal Wit-
 ness, and Director of his Band, says no such Thing.
 He only says—“ *Mr. Pasquali*, Director of the Band
 “ of Musick, brought Word from *Mr. Sheridan*,
 “ some Time in *January* last, that *Mr. Sheridan* had
 “ no Objection to their entering into an *Engagement*
 “ *with Dr. Mosse, to play at such Hours as did not*
 “ *interfere with the Theatrical Business.”* *Vid. Appen-*
 “ *dix, p. 6th. Advertisement signed Stephen Storace.*

So that the whole Foundation which *Mr. Mosse*
 had to build upon, was this—That he was informed
 by *Mr. Storace* (an interested Person, and the Leader
 of his Band) that he heard from *Signor Pasquali*,
 that *Signor Pasquali* was told by *Mr. Sheridan*, that
 he

he had no Objection to their entering into an Engagement with Doctor *Mosse*, to play at such Hours as did not interfere with the Theatrical Business.

Whether these were Grounds enough to induce Mr. *Mosse*, to invade another Man's Right, to take away his Property, and in open Violation of all Law, and Justice, to draw in Men to sign an Agreement, knowing them to be under a prior Contract, is now left to the World to determine.

If Mr. *Mosse* hath been under an Error of Judgment, he will be unpardonable if he persists in it after Conviction; but Mr. *Sheridan* will undertake to prove in the Course of this Paper, that Mr. *Mosse* had full Conviction equal to Demonstration, that Mr. *Sheridan* neither wou'd nor cou'd enter into any such Agreement as he hath mention'd.

This first Article being the most material of all, has already taken up too much Room, but that the Reader may see it fully proved—Vid. Advert. sign'd *Nicolo Pasquali*, Page 17 and 18.

There is but one point more under this Head, which it is necessary to take Notice of; and that is the latter part of Mr. *Mosse*'s Advertisement as quoted above, Viz.—“ *And with this Agreement and Engagement to perform at these Hours, Mr. Sheridan was not ignorant.*” There is something so obscure in the Words that it is hard to unravel the Meaning; but if Mr. *Mosse* intended to say, that Mr. *Sheridan* had any previous Notice of their entering into such an Engagement; he most solemnly declares he had not. Nay so far was he from knowing any thing of the Matter, that when he heard it rumour'd, a few Days before the intended opening of the Gardens, that several of the Band had enter'd into such an Agreement, he cou'd not give Credit to it, and the first authentick Account he had of it, was from their own Mouths, upon their

being asked the Question on the very Morning that the Gardens were open'd.

ARTICLE II.

Mr. Sheridan was very willing to lend his Assistance to Doctor Mosse, in promoting the Benefit of the Gardens, without Fee or Reward, or any View or Advantage to himself.

For the Truth of this, he appeals to the Testimony of Signior *Pasquali*, who was the only Person that ever apply'd to him upon that Subject. Vid. Append. p. 1st and 2d. as also p. 17 and 18.

ARTICLE III.

That Mr. Mosse was well informed, and thoroughly acquainted with Mr. Sheridan's Intentions of assisting him with his Band of Vocal and Instrumental Musick, at such Times as he had no Occasion for them himself; without any Consideration to be given to him in Return.

For the Truth of this, he appeals to Mr. *Pasquali's* Testimony, to Mr. *Storace's*, to that of the whole Band, and lastly, to Mr. *Mosse's* own Confession in the above quoted Advertisement.

ARTICLE IV.

That the Use made of this favourable Disposition in Mr. Sheridan, by Mr. Mosse, was to draw in a Set of Men unwarily, to sign an absolute Article to the said Mr. Mosse, diametrically opposite to one, which they had entered into before with Mr. Sheridan, and wherein Mr. Mosse knew they had entered into.

For the Truth of the above, he appeals to the Certificate of the said Band, published in *Faulkner's Jour-*

Journal, and never once contradicted by him or them: Vid. Append. p. 2, 3, and 4.

He also appeals to Mr. *Mosse's* own Advertisement, wherein he says, "and as they were under previous Engagements, and bound under a severe Penalty to Mr. *Sheridan*, not to perform in any publick Place, till the first of *June*, they apply'd to Mr. *Sheridan* for Liberty to engage with Mr. *Mosse*, &c."

Whence it is clear that Mr. *Mosse* was thoroughly acquainted with the prior Engagement.

ARTICLE V.

That Mr. Mosse endeavour'd to draw away the Vocal Performers, by the same Stratagem, from Mr. Sheridan; but finding that they peremptorily refus'd to enter into any Agreement with him, either verbal or written, without Mr. Sheridan's Consent given to them by himself, he offer'd to indemnify them from any Damage they might sustain in Law, if they wou'd break their Articles, and perform with him.

This Fact Mr. *Sullivan*, and Mrs. *Storer*, have declar'd before many Witnesses, if Mr. *Mosse* denies it, they will then be under a necessity of proving it upon Oath.

ARTICLE VI.

That Mr. Mosse, when he open'd his Gardens, knew very well, that he cou'd not fulfil his Promise to the Publick, and drew so numerous a Company together, tho' he well knew they must be disappointed.

Mr. *Sheridan*, as soon as he heard of Mr. *Mosse's* Advertisement, gave Directions to Signior *Pasquali*, to acquaint the Band, that he wou'd not suffer one of them to go 'till he saw Mr. *Mosse*, and
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had proper Assurances from him, that he never wou'd desire their Attendance, but when it did not interfere with the Business of the Theatre. This was accordingly done, and Mr. *Mosse*, was made acquainted with it, not only by his own Director, Mr. *Storace*, and by the Band in General, but Signior *Pasquali* in Person; to whom he declar'd, "He wou'd not only not speak to Mr. *Sheridan* on that Subject, but wou'd not suffer any one else to give the least distant Hint of it in his Name. Vid. Appendix, p. 2. Advertisement signed, *Nic. Pasquali*."

But whatever Gloss Mr. *Mosse* may put upon his expecting the Instrumental Performers, he does not even himself pretend to say, that he had made any sort of Agreement with the Vocal ones. They on the contrary, have declar'd to the Publick, that they absolutely refus'd to enter into any Engagement with him. Vid. Appendix, p. 3 and 4. Mr. *Sullivan's* and Mr. *Storer's* Advertisements.

Now as Mr. *Mosse* mentions in his Advertisement that, "The New Gardens in *Great-Britain-street*, will be open'd on *Thursday* the 8th Instant, with a grand Band of VOCAL and INSTRUMENTAL Music," well knowing at the same Time, that he had not engag'd one Vocal Performer, and was assur'd, that none of the Instrumental ones cou'd attend, the Question is, whether Mr. *Mosse* did not know that he cou'd not fulfil his Promise to the Publick, and was not conscious that the Company drawn together upon that Occasion, must necessarily be disappointed?

The End propos'd by this extraordinary Conduct, may easily be guessed at, by such Persons as were Witnesses upon that Occasion, to the Pains that were taken to inflame the Minds of all that were present against Mr. *Sheridan*, by gross Misrepresentations; and the unjust Artifices made use of to direct the
 Resentments

Resentments of a disappointed Company, against a Person, who, tho' totally blameless, yet by the Nature of his Situation in Life, was likely to feel the ill Consequences of those Resentments, before he cou'd possibly have an Opportunity of justifying himself.

ARTICLE the VIIth and last.

That Mr. Sheridan cou'd not, consistent with his Duty to the Publick, Act, otherwise than he has done.

The Manager's Duty to the Publick, obliges him in the first Place, to furnish them with as much Entertainment as can be afforded, from the Receipts of the Season; in the next, it obliges him to take all Precautions, to make their Entertainment as secure to them as possible, and that they be not liable to Disappointments.

In order to be able to discharge the first of these Duties, the Manager engaged a Band of Vocal and Instrumental Performers, at no less a Price, than fifteen hundred Pounds. Which is two Thirds more than ever was paid in the Kingdom before.

And that he might be enabled to discharge the second, he bound them in Articles not to perform any where in Publick, but at the Theatre, without Leave, first had from him in writing; on which very Account he paid a considerable Part of the above Sum. For the principal Performers, wou'd all have engaged at a much less Salary, if they had been at Liberty to have made what Addition they cou'd to their Income, by performing in other Places.

Cou'd then Mr. *Sheridan*, consistent with his Duty to the Publick, have tamely look'd on, and suffer'd another Person to command his Band away from him, at a time that he had most Occasion for them? Nay, even on the very Nights that he is under a necessity
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of giving Plays to the Publick. Had he submitted to this, to what purpose was all his Precaution? To what Purpose was that extraordinary Sum of Money paid? Could it be a satisfactory Answer to an Audience assembled at the Theatre, when they missed an agreeable Part of the Entertainment, and demanded why the *Orchestra* was Empty, and the Singers absent from the Stage, to say, that the Manager had suffered them that very Evening to attend at another Diversion? Yet such must have been the Case, had Mr. *Mosse's* Scheme succeeded, or Mr. *Sheridan* must have intirely shut up the Theatre, during the Month of *May*. How fatal this might prove not only to the present Manager, but to the Stage in general, as it may not immediately be seen by Persons unacquainted with theatrical Affairs is necessary to be shewn to the Publick.

Mr. *Sheridan* will undertake to prove, that no Theatre can flourish in *Dublin*, if the Manager is not able to keep it open during the Month of *May*.

There are but two Months in the Year, that he has an Opportunity of making a considerable Profit, to Ballance the Deficiencies which generally attend the Beginning and latter End of a Season, and those are the Months of *November* and *February*, during the Time of Term; now as the Benefits generally take up the Space of three Months, if the Month of *May* were cut off, the Benefits of the Actors, must Commence in *February*, which would take from the Manager, the most profitable Part of the Season, and consequently put it out of his Power, to entertain, or pay, an expensive Company.

On this very Account, it was, that Mr. *Sheridan* bound his Performers under so severe a Penalty not to play any where else 'till the End of *May*.

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If the Director of the Gardens, was determined to open them before the Expiration of that Term, sure he must have had a mean Opinion of Mr. *Sheridan's* Understanding, to suppose he would furnish him with Arms against himself. If he were so resolved, he should have provided a Band of his own; in that Case, the Manager of the Theatre would have had no Cause of Complaint, against the Director of the Gardens, as the Director of the Gardens has none against the Manager of the Theatre. Each was to consider the Interest of their separate Undertakings, and to use all justifiable Methods to promote it.

Upon the whole, the short State of the Case is this; Mr. *Mosse* either had a Right to command Mr. *Sheridan's* Band, or he had not. If he had a Right, why does he not assert it? If he had not, how came he to attempt it? He himself does not pretend to any Right, but what was by Virtue of a supposed Consent of Mr. *Sheridan's*. Now let us see what Grounds he had for such a Supposition. He acknowledges he never spoke to Mr. *Sheridan* on the Subject; therefore from him he had no Consent. He says, Mr. *Storace* told him, that Mr. *Sheridan* had given his Consent to the Band, to engage with Mr. *Mosse* to play every fair Morning, in *March* and *April*, and every fair Evening afterwards, during the Season: But Mr. *Storace* says, no such Thing as may be seen by his Advertisement. *Vide Appendix* page 6th.

So that Assertion must fall to the Ground. But suppose Mr. *Storace* had told him so, Mr. *Mosse* must have an easy Faith indeed, to believe a Thing so contrary to common Sense, and proceed to Action upon it without further Enquiry, when the Means of certain Knowledge were so easily in his Power. But how can he excuse himself, when it is shewn, that he had Conviction to the contrary! For
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he was told often by the Singers, that Mr. *Sheridan* had absolutely refused to give them leave, and he was told by *Signor Pasquali*, the very Person from whom Mr. *Storace* says, he received his Intelligence, that Mr. *Sheridan* neither had, nor would on any Account give such consent. *Vide Appendix* page 17 and 18.

So that in full and clear Conviction, that Mr. *Sheridan* had given no such consent, Mr. *Mosse* obstinately persisted in commanding the Attendance of Mr. *Sheridan's* Band, though he himself acknowledges, that he had no Sort of Right to do so, without Mr. *Sheridan's* Consent.

It is now hoped that the Manager has fully proved every Point, and that the Publick will be no longer at a Loss to determine, *whether Mr. Mosse or Mr. Sheridan deserve their Censure.*

If it should fall upon Mr. *Mosse*, he has no Person to blame but himself, for the World must do Mr. *Sheridan* the Justice to confess, that what he has done, He was compelled to in his own Justification.

But after all, is it not extremely hard, that he should be under this disagreeable Necessity? Is it not hard, that the Manager should be called upon, to answer before the Publick to a Charge brought against him by Mr. *Mosse*, for a supposed private Transaction between them, of which the Publick had no Right to take any Cognizance; for Mr. *Sheridan* humbly conceives, that he is only answerable to them for his Conduct, in the Management of the Theatre? Is it not hard that he should waste so many Hours of his Time (at this Juncture, extremely precious to him) to clear himself of an Accusation brought against him by a private Person, in a Point which no way concerned his publick Character? Is it not sufficient, that the Manager of the Theatre must answer for any Miscarriages which may happen

pen there, but he must likewise be called upon to answer for the Misconduct of other Managers of other Diversions, in which he is no Way concerned?

Why upon the Disappointment at the Gardens, was Mr. *Sheridan's* Name loaded with Reproach? Why was the Blame universally thrown upon him? Why those violent Resolutions entered into to attempt to hurt his Fortune? Why those Associations, not to go to his Theatre? Why those Subscriptions set on foot to support another? Had Mr. *Sheridan* promised any Thing to the Publick? No. What Cause of Complaint then was there against him? Mr. *Mosse* indeed had promised something to them, *which he knew he could not perform*: Was not *He*, then the immediate Object of their Resentment.

Suppose the Tables were turned, and that Mr. *Sheridan* had published in his Bills, that he would give a Concert of Vocal, and Instrumental Musick at the Theatre, but upon the Company's being assembled, he should step before the Curtain, and inform the Audience, that he depended upon having Mr. *Mosse's* Band of Vocal, and Instrumental Musick, but that Mr. *Mosse* would not let them come. How would it fare with the Manager in that Case? Would this be taken as a sufficient Excuse? Would the Resentment of the Audience be directed against him, or against Mr. *Mosse*? Surely against him, and very deservedly. For he who promises an Entertainment to the Publick, without having a moral Certainty of being able to give it, deserves the worst of Treatment.

But should it appear, that the Manager knew very well that he could not have Mr. *Mosse's* Band, and drew the Company together, in Order that they should disappointed, to answer some private End of his own, what would be the Consequence in that Case to the Manager? He fears he should never be
suffered

suffered to continue longer in that Post, and indeed he would be extremely unfit for it.

Why the Manager of a Theatre is liable to meet with such different Treatment upon the same Occasion, from what the Manager of any other Diversion might expect? Why so many People are industrious to propagate Reports to his Disadvantage, and others to believe them? Why every Accusation against him is immediately credited, without being examined? Why such multitudes are ready to join, open-mouthed, in the Cry against him, without knowing any Reason why they do so? These are Points well worthy the Attention of the Public, as he is their Servant, in an Employment of no small Consequence. And since he has been called before their Tribunal, to answer to a Charge which had no relation to him as Manager of the Theatre, he humbly begs Leave to take this Opportunity of laying before them a State of the Stage, in which their Interest, as well as his, is nearly concerned.

There have but a few Years passed since the Stage, in *Dublin*, was on a worse Footing than that of any strolling Company in *England*. They must be young, indeed, who do not remember the Time, when the Theatre was considered as a Common, where every one had a Liberty to range as he pleased; where there were no Bounds, no Property, no Right; where the Performers were in an actual State of Slavery, and not considered as having the Benefit of the Laws; to whose Protection they did not dare to fly for Relief, tho' ever so cruelly oppressed, lest total Ruin should follow. Those were the Days, in which the Stage was so crowded, that there was no distinguishing the Spectators from the Performers; in which a lively Picture of *Bays's* Dance was every Night represented, where Noblemen, Gentlemen, Apprentice Boys, Bailiffs, Footmen and Players, were all jumbled together in one confused Mass. Nor was the Audience

part

part in a better Condition; the Savages of the Upper Gallery had a Stage of their own, on which they were such busy Actors that they commanded more Attention than the Play. The thin Pit and Boxes consisted only of a few People, who either came in free by Virtue of Subscription Tickets, or who found their Time hang heavy on their Hands, and only went thither to kill a few Hours. In short, the Whole was a lively Representation of a Bear-garden. No Wonder then that most Persons of Decency and Sense kept away, nor ever entered the Doors, but when reluctantly drawn by Interest to particular Benefits. Such a State of the Stage of Course was attended by Poverty; Poverty created Contempt; and Contempt and Poverty together produced in the Managers and Performers such an abject Disposition, as made them patiently submit to all that Injustice, Violence, Pride, Drunkenness and Brutality could do to them.

At this Juncture it was, that all other Diversions raised themselves upon the Ruins of the Stage; every private Society, every Concert, every Assembly gave Law to it; the unhappy Managers were confined to two Nights in the Week, and it would then have been thought an unpardonable Crime should they play on any other Night, lest it should interfere with some other Amusement.

Such was the Condition of the *Theatre-Royal* in *Dublin* when it came into the Hands of the present Manager!

He owns, he saw with Concern, that the noblest Entertainment, which the Wit of Man has hitherto invented, should be so shamefully debased; and that the Theatre, designed to be the Nurse of liberal Arts, the School of Virtue and Manners, should be converted into a lewd Temple, where Vice, Folly and Brutality should be openly worshipped. He thought, if he were able to bring about a Reforma-

tion there, and restore it to its Pristine Use and Dignity, he should have lived not the most useless Member of Society; and if he fail'd of Success, there was at least some Merit in the Attempt. With this View, against the Advice of his Friends, he enter'd into an Undertaking universally judged to be impracticable.

The first Step to be taken was to weed out the many bad Customs which during the Course of a Number of Years, had taken deep Root in the Theatre.

The next was to establish a Set of new Rules, for the more decent Government of it.

In both those Cases, he had to encounter Difficulties almost insuperable. In the first, the Manager soon found, that Customs which had the Sanction of Time, immemorial, obtained the Force of Laws; and tho' they shou'd appear ever so unjust, or unreasonable, it was hard to persuade People, when you attempted to alter them, that you were not invading their Rights.

Of this he had a remarkable Instance, in one of his first Attempts towards a Reformation: For tho' it was allowed on all Sides, that it was impossible to establish a decent regular Stage, 'till it was kept clear of Spectators, yet such was the Opposition made to the first Step he took towards it, that it was at the Hazard of his Life, and with the Loss of full fifteen hundred Pounds, he accomplished it.

What other Dangers, and Difficulties he had to encounter in banishing an infinite Number of Customs, which tho' extreamly bad and destructive to the Theatre, were notwithstanding, strongly riveted by Time and Prejudice; what perpetual Obstacles were thrown in his Way, to prevent his establishing a new System of Rules; what laborious and expensive Methods he made Use of, to introduce

duce Order and Decency, in the Room of Anarchy and Confusion; these are Matters, which of whatever Importance they may appear to himself, yet are but of little Moment to the Publick, and therefore he will not trouble them with a Detail of them: Suffice it to say, that the Theatre, like the Stables of *Augeas*, had the Filth, and Dung of forty Years amassed together in it; but alas! He was no *Hercules*, there was no River whose Course he could turn into it, and cleanse it at once: His must be the Work of Time, of incessant Pains and Labour.

The Manager speaks not this to sound the Trumpet of his own Praise, or to claim any extraordinary Favour from the Publick; the only Merit he pretends to, is a constant Endeavour to discharge his Duty to the utmost of his Abilities; if Success has crowned his Endeavours let the Praise be given where it is due, *to the Publick*, who have so freely, so constantly, and so generously supported him in his Undertaking, and without whose seasonable and voluntary Assistance, he must long since have fallen a Sacrifice to the many and violent Attacks of his powerful Enemies. His only Reason for mentioning these Points, is to shew that the Means which he used to establish the Theatre on a good, and he hopes a lasting Foundation, are the very Means which have stirred up so many Enemies against him; and as he has incurred this Danger, on Account of his discharging his Duty to the Publick, he humbly hopes for the Protection of that Publick, whilst he continues to discharge that Duty.

As the flourishing State of the other Diversions of *Dublin*, was principally owing to the wretched Condition of the Theatre, it is no wonder that all Abettors of them, and all Persons interested in their Support, should look with a jealous Eye on a Man who attempted to rescue the Stage from its State of Slavery. No wonder the Musical Societies, Assemblies,

blies, &c. were instantly alarmed. But when they found what a rapid Progress was made, and that in a short Time, they could no longer Lord it over the Stage, when their Orders were no longer obeyed, and Plays were performed on the Nights that they held their private Concerts and Assemblies; when they found the Manager disclaimed all Subjection to them, and refused to acknowledge an Authority which they had exercised for many Years; when he rejected their unreasonable Demands, and would not suffer the Band of Musick to attend them, at such Times as they were wanted at the Theatre, they pour'd out their Resentments with great Violence against the Manager, they accused him of invading their Rights, and those of the Publick, tho' in Fact, he only restored the long usurped Rights to the Theatre, and consequently to the Publick. Nay so firmly rooted, was this Resentment against him, that tho' in their Turns they were under a Necessity of having Recourse to him for his Assistance, without which they knew they could not have subsisted; tho' he try'd all Means to conciliate himself to them, by lending them all seasonable Assistance, when it did not interfere with the Business of the Theatre; tho' he was the Means of enlarging considerably their Funds for charitable Uses, all which is well known and acknowledged by most of the worthy Members of these Societies, yet he is sorry to say, that in spite of all his Endeavours, he is still to number many of the Members of those very Societies, amongst the most inveterate of his Enemies.

Nor did he fare much better, in Regard to the Assembly; for tho' he forbore a long time to play of *Saturday* Nights, to his immense Prejudice and Loss; tho' he did not begin to do so, 'till the great Increase of his Company, and Charge made it absolutely necessary, yet so far was he from receiving Thanks for his former Forbearance, that it was look-
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ed upon as conferring a Kind of Right on the Persons who held the Assembly, and his playing on that Night after some Years gave greater Offence, than if he had set out from the Beginning, and continued to do so. Hence all the Well-wishers to that Diversion, join in the Clamour against the Manager; tho' surely they would not do so, if they knew that he could prove incontestibly, that his Receipts would be less by a thousand Pounds this Season, were he not to have exhibited Plays on *Saturdays*.

Another Cause which created many Enemies to him was his having established certain Rules, which were absolutely necessary for the well Government of the Stage, and to which he invariably adhered; for all Applications that were made, contrary to those Rules, of Course met with Refusals, and Refusals by some People are considered as Affronts.

To swell the Account, the Manager need not put the Public in mind of the numerous, and formidable Body, which a few Years ago, appeared openly against him; amongst whom, tho' the Resentment of the more rational and humane, may have subsided, yet there probably will be found many, who will not think it a sufficient Reason to forgive Mr. *Sheridan*, that they were proved to be in the Wrong.

Besides these, he cannot expect to be much in the good Graces of such Gentlemen, as formerly enjoyed the Privilege of the Scenes, and still perhaps may wish for it.

Added to all, there may perhaps be found not a few, whom the Success alone of any Person, will make his Enemies; and tho' they may not be so bitter or inveterate as others, who have more immediate selfish Motives, yet they are all always at Hand to fill up the Cry.

All

All these muster'd together will make no formidable Body against a Person, who from the Nature of his Situation is open to Attacks, and whose Conduct every Person thinks he has a right to examine into. Nor will there now be found any Difficulty in solving a Question so often ask'd, *viz.*

Why the Manager has so many Enemies? That he has a vast Number is certain, and the Causes of it he has already sufficiently accounted for. His Consolation must be, that they are undeservedly so; it is his Misfortune, not his Fault. It was what he had to expect from the very Nature of his Undertaking. If it be objected that no Manager before ever had so many, the Answer is very easy, that no Manager before ever undertook such a Task.

Great indeed is the Misery of such a Situation, but, he has this Reflection to support him under it; that in his private Capacity, there are not many, who have made fewer Enemies, or more Friends; and if in his publick Capacity he has many Enemies, there are none but what are such thro' selfish Motives, or on Account of his strict Discharge of his Duty, and not thro' any Fault in his Conduct; in which notwithstanding their utmost Endeavours they have never yet been able to discover a Flaw. To counterbalance these, he has the Comfort of having the publick Voice strongly in his Favour, of which there have been convincing Proofs given this Season; and tho' it may favour somewhat of Vanity he cannot help giving one, in the Words of Mr. Cibber, where, speaking of the highest Prosperity of the Stage in his Time, he says, " Now it was
" that the politer World too, by their decent At-
" tention, their sensible Taste, and their generous
" Encouragements to Authors, and Actors, once
" more saw, that the Stage under a due Regulation,
" was capable of being what the wisest Age thought
" it might be, the most rational Scheme that hu-
" man

“ man Wit could form to dissipate, with Innocence,
 “ the Cares of Life; to allure even the Turbulent,
 “ or Ill-disposed from worse Meditations, and to
 “ give the leisure Hours of Business, and Virtue, an
 “ instructive Recreation.

Whilst such is the State of the Stage, whilst the Publick Approbation follows his Endeavours, he cannot be unhappy, tho' he may be made uneasy.

Since he has such a Number of Enemies, from whatever Cause it may proceed, he is to expect as far as their Endeavours, and Interest can go, to have his Name perpetually loaded with Calumny, Scandal and Reproach; and as the Evil is unavoidable he must patiently submit to it. For were he to answer every Charge that is brought against him, he must entirely give up all Thoughts of his present Employment, and take up his whole Time in nothing else. He is therefore determined for the future, that he will go on his Way, without either turning to the Right or Left; nor will he do like the foolish Traveller who alighted every Minute from his Horse, and with much Vexation to himself lost his Time in a fruitless Endeavour to destroy the noisy Grasshoppers. If his Conduct in general be approved of, he will rely upon the Candour of the Publick for their excusing small Faults; if others are laid to his Charge, he hopes they will meet with no Credit, when they are found to be opposite to the whole Tenour of that Conduct.

He hopes therefore he will be justify'd in making the following Resolution, *viz.*

The Manager of the Theatre Royal, will for the future answer no Charge or Accusation brought by particular Persons against him. Let those who make them, prove them, and then he must submit to Censure.

The Necessity of this Declaration will appear the more strong, when it comes to be considered, how
 easy

easy it is for a number of Enemies to criminate incessantly the most innocent Person, and how impossible it would be for him to enter into a particular Justification of every Crime which they shall think proper to lay to his Charge. Of this there cannot be a stronger Instance than the very Case in Point. For tho' it must be allowed that in the Affair between Mr. *Mosse* and him, his Behaviour was so far from being blameable, that it was meritorious; nay, he particularly merited well at the Hands of his Accuser, yet such were the Artifices used, such was the Industry of his Enemies, that for some time Mr. *Sberidan* was almost universally censured: So that he has been under a Necessity of entering into a particular Detail and Proof of the whole Affair, not without great Trouble and Loss of Time to himself, and that too at a Juncture when he had not an Hour to spare without a Neglect of his Duty to the Publick. Nor does he know how he could answer for that Neglect, but that he had Hopes by making his Case known to the Publick, and laying open the Nature of his Situation, he should save himself all such Trouble for the future, and that it would never be expected from him hereafter that he should answer impertinent Accusations.

In order therefore to obviate any Objections which may be made for the future to his Conduct, the Manager thinks it necessary to lay open to the World the Principles upon which he has hitherto acted, and upon which he will ever continue to act, 'till he is convinced that they are wrong. In order to do this he begs Leave to set down the following

POSTULATA.

1st, That a well regulated Theatre is the noblest and most useful of all publick Entertainments.

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2dly, That such a Theatre is not to give Place to any inferior Entertainment.

3dly, That the Manager of such a Theatre is to use all justifiable Methods to promote its Interest.

4thly, That its Interest can no Way be so effectually promoted, as by encreasing its Revenue.

5thly, The greater the Income of the Theatre, the more Entertainment the Manager can afford to give the Publick, and the more he ought to give them.

6thly, The greater Number of Nights he is able to give Plays to full Houses, the greater will his Profit be.

7thly, That he has an unquestionable Right to perform six Nights in the Week, provided it be most to his Advantage to do so.

8thly, That he is not to consult the Advantage of any other Diversion, at the Expence of the Theatre.

9thly, That he is to adhere invariably to such Rules as are necessary for the good Government of it.

10thly, That he is not to consider himself in that Post merely as a Master of a private Property, but as a Trustee for the Publick, who have committed to his Charge some certain Rights and Privileges, and consequently, that he cannot give up any Rights of the Theatre without betraying his Trust.

Evident as those Principles are, and such as no Mortal can refuse his Assent to, yet such is the Power of Prejudice and Custom, that all the Attacks which have been made on the Manager, and all the Clamours raised against him, have been owing to his steady Adherence to those very Principles. By those he has squared his Actions, by those he is willing to be try'd. Dangers he hath encountered, Losses he hath sustained, Calumnies he hath borne, and Influence he hath withstood. He expects to undergo much more of the same Nature, and is prepared to do so.

Whilst he continues to do his Duty, he is sure of the Protection of the Publick. He has ever found it an indulgent Master, and a generous Patron. Whatever Difficulties he may have to encounter, whatever Labours to undergo, he will support it all with a chearful Spirit, whilst he has the noblest of all Rewards in View, the Approbation and Praise of the worthy Part of Mankind.

F I N I S.

A P P E N D I X.

The following Advertisements were some Time since published in the *Journal* by Mr. *Sheridan*.

To the P U B L I C K.

TH E Manager of the Theatre-Royal hearing that He is much censured, on Account of a Disappointment which a large Company of Ladies and Gentlemen met with last *Thursday* Morning at the New-Garden in *Great-Britain Street*, thinks it necessary to prove to the Publick that it was an Affair in which He was no Way concerned. He submits the following Certificates to their Consideration, and by them it will appear that He was entirely Blameless. The Treatment He has met with on this Occasion has been very severe, but as he does not chuse to criminate any Person, unless called upon to do so in his own Defence, he is content at present with acquitting himself, which he hopes the World, when they have read the following Testimonials, will think he has sufficiently done.

I DO hereby certify that Mr. *Sheridan*, upon my Application to him, declared himself very ready to co-operate with Dr. *Mosse* in promoting the Interest of the Gardens, provided Dr. *Mosse* would settle Matters upon such a Footing with him, as
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that his Diversion should not interfere with the Theatrical Business. I do hereby certify, that I made known to Dr. *Mosse* Mr. *Sheridan*'s kind Intentions, and pressed him to come to an Agreement of that Sort, which he constantly declined. I do hereby certify, that in Company with my Brother, I met Dr. *Mosse* the Day before the Gardens were opened, and earnestly pressed him that he would see Mr. *Sheridan*, and settle the Affair with him; he declared he would not only not speak to him on that Subject, but would not suffer any Body else to give the least distant Hint of it in his Name.

NICOLO PASQUALI.

I *Francises Pasquali*, was present at the above Conversation, and do hereby certify that it is true.

FRANCISES PASQUALI.

WE the undernamed Persons belonging to the Band of Musick of the Theatre-Royal, do acknowledge that we are each of us severally bound in Articles to Mr. *Sheridan*, in the penal Sum of 300 l. sterling, not to perform in any public Place whatsoever, before the first Day of *June* next, without Leave first had in Writing from Mr. *Sheridan*. We do hereby certify, that we signified this to Dr. *Mosse*, and objected to the signing an Agreement he drew up, which was to commence some Day in *March*, it being contrary to the Tenour of our Agreement with Mr. *Sheridan*; and the said Dr. *Mosse* prevailed upon us to sign it, by assuring us, in the most solemn Manner, that he would not put it in Force, nor ever expect our Attendance but when Mr. *Sheridan* had no Occasion for us. We do hereby further certify, that Mr. *Sheridan* declared to us he was extremely willing that

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that we should play at Dr. *Mosse's* Gardens, provided the said Dr. *Mosse* would settle Matters on such a Footing with Mr. *Sheridan*, as that his Diversion should not interfere with the Theatrical Business.

FRANCIS WODER.
OLIVER DELAHOYDE,
JOHN WODER.
JOHN CUSHIN.
GEORGE WADE.
JAMES KEMPLIN.
THOMAS DELAHOYDE.

WE the undernamed Persons, tho' not bound by Articles to Mr. *Sheridan*, did declare to Dr. *Mosse*, that we thought ourselves bound in Honour to play the Season thro' with Mr. *Sheridan*, and that without his Consent we could make no Agreement; and we do certify, that Dr. *Mosse* declared, that he should never desire our Performance, but when Mr. *Sheridan* had no Occasion for us.

FREDERICK SEAFAHRT.
JOHN ROOKE.
WENCEL HIERSHEE.
HENRY MOUNTAIN.

I DO hereby certify that Dr. *Mosse* made Application to me to engage that Mrs. *Storer* should sing at his Gardens in the Months of *March*, *April*, and *May*, and that I told Dr. *Mosse*, she was in Articles with Mr. *Sheridan*, under a severe Penalty, not to perform at any publick Place without his Leave, before the first of *June*; and I further declare, that I gave Dr. *Mosse* Notice before the Day of Opening the Gardens, that she could not attend there.

CHARLES STORER.

I DO hereby certify, that Dr. *Mosse* made Application to me to sing at his Gardens, in the Months of *March*, *April*, and *May*; and that I told Dr. *Mosse*, I was in Articles with Mr. *Sheridan*, under a severe Penalty, not to perform at any publick Place, without his Leave, before the first of *June*; and that his best Way would be to apply to Mr. *Sheridan*, which he declared he would not do.

DANIEL SULLIVAN.

To which Mr. *Mosse* thought proper to make the following Reply.

WHEREAS the Manager of the Theatre-Royal by several Advertisements and Certificates published in *Faulkner's* Journal on the 10th Instant, criminating Me for the Disappointment which a large Company of Ladies and Gentlemen met with at the New Garden in *Great-Britain Street*, I think it incumbent on Me, out of the Regard I owe to the Publick for their Zeal in promoting that Charity, in the managing of which I have the Honour to be concerned, and in Justice to my Character, to lay before the Publick, and submit my whole Proceedings, as far as they relate to that Disappointment; and submit to the Consideration of the Publick, whether Mr. *Mosse* or Mr. *Sheridan* deserves their Censure; and if in the acquitting of Myself, some Blame and unfair Dealing should unavoidably fall on others, I hope the Publick will not condemn Me of an Intention to criminate. In *January* last, Mr. *Storace*, Director of the Band of Musick in the New Gardens in *Great-Britain Street*, laid out for the Benefit of the Lying-in-Hospital, made a Proposal to some of the Band of Musick concerned

A P P E N D I X.

concerned at the Theatre-Royal, to perform in the said Garden every fair Morning, from *March* 5th to the 28th of *April* following, and likewise in the Evening the remaining Part of the Summer; an Offer so advantageous was readily embraced; and as they were under previous Engagements and bound under a severe Penalty to Mr. *Sheridan* not to perform in any publick Place 'till the first of *June*, they applied to Mr. *Sheridan* for Liberty to engage with Mr. *Mosse*; which Liberty, Mr. *Storace* informed me they actually obtained, and by vertue thereof entered into Articles with Mr. *Mosse*, whereby they were to perform in the Garden from Twelve of the Clock to Three, and with this Agreement and Engagement to perform at these Hours, Mr. *Sheridan* was not ignorant, and in Opposition to this Liberty granted in *January*, was the Musick detained from the Garden on *Thursday* last: And I submit to the Consideration of the Publick, whether any further Application to Mr. *Sheridan* was necessary. Mr. *Sheridan* hath likewise thought it proper to publish a Certificate of Mr. *Nicolo Pasquali*, a Certificate of a most extraordinary Nature, he mentions Mr. *Sheridan*'s Readiness to co-operate with me; what he means by co-operating he knows best. Mr. *Sheridan* indeed co-operated with me in *February* last in the Performance of *Judas Maccabeus*, for which I am to pay him above 50 l. Sterling! If this Co-operation was intended to be of the same Nature, I hope I am blameless for declining it. Mr. *Pasquali* likewise certifies, that he made known to me Mr. *Sheridan*'s kind Intentions of co-operating with me, and pressed me to come to an Agreement with him, and that I constantly declined it. How many Meetings the Publick may be induced from these Words to imagine I have had with Mr. *Pasquali*
I know

I know not, but I declare I never had any Conversation with him on that Subject 'till *March 7th*, the Day before the intended Performance in the Garden. And if I declined coming to an Agreement on his Application to me, one of my Reasons was, because he declared he had no Authority or Commission from Mr. *Sheridan* to make such Application to me. These Matters of Fact I submit to the Publick, and beg Liberty to annex the following Certificates, the free Offering of Men misled and sorry for what they did relating to me.

BARTH. MOSSE,

BEING appointed by Dr. *Mosse*, Director of a Band of Musick, to perform at the New Garden in *Great-Britain Street*, for the Benefit of the Lying-in-Hospital; I received his Orders to engage a proper Number of the best Hands for that Purpose, whereupon I made a List of Performers which he approved, and ordered me to know from them whether they were willing to engage with him, to perform at the said Garden. On my Application to several of them, they told me that they were under Articles to Mr. *Sheridan*, and could not without his Consent enter into any new Engagement, but that they would apply to Mr. *Sheridan* for Leave to engage with Dr. *Mosse*; and on such Application, Mr. *Pasquali*, Director of Mr. *Sheridan*'s Band of Musick, brought Word from Mr. *Sheridan*, some time in *January* last, that Mr. *Sheridan* had no Objection to their entering into an Engagement with Dr. *Mosse* to play at such Hours as did not interfere with the Theatrical Business.

STEPHEN STORAGE,

WHEREAS

WHEREAS an Advertisement signed by us the undernamed Musicians, and published in *Faulkner's Journal* on the 10th Instant, hath been misunderstood, and contrary to our Intent and Meaning interpreted to the Prejudice of Dr. *Mosse*; we think proper in regard to Truth and Justice to said Gentleman further to certify, that on Application made to us by Mr. *Storace*, some time in *January* last, to engage with Dr. *Mosse* to perform at the New Garden in *Great-Britain Street*, for the Benefit of the Lying-in-Hospital, Mr. *Pasquali*, by our unanimous Consent, and in our Name, waited on Mr. *Sheridan*, to obtain Leave from Mr. *Sheridan* for us to engage with Dr. *Mosse*, and in a few Days Mr. *Pasquali* brought us an Answer to our Message, viz. That Mr. *Sheridan* had no Objection to our Request, and that we might engage with Dr. *Mosse*.

And we do further certify, That it was at that Time and now is our Opinion, that our Performance at Rehearsals in the Morning at the Theatre might be easily so ordered as not to interfere with our Performance at said Garden, between the Hours of Twelve and Three o'Clock.

And whereas our said Advertisement sets forth, that Mr. *Sheridan* declared to us, that he was extremely willing that we should play at Dr. *Mosse's* Garden, provided the said Dr. *Mosse* would settle Matters on such a Footing with Mr. *Sheridan* as that his Diversion should not interfere with the Theatrical Business.

We further certify, That the said Declaration of Mr. *Sheridan* was not made 'till *Thursday* last, at the Instant we were leaving Mr. *Pasquali's* Lodgings to go to the intended Performance at said Garden.

And

And we further certify, That when some of us demanded Leave from Mr. *Sberidan* in Writing, Mr. *Pasquali* replied, That such Leave in Writing was not necessary.

FRANCIS WODER.
OLIVER DELAHOYDE.
THOMAS DELAHOYDE.
JOHN WODER.
ROWLAND JACOB.
JOHN CUSHIN.
GEORGE WADE.

WHEREAS *James Kemplin*, in Conjunction with us, published an Advertisement in *Faulkner's Journal* on the 10th Instant, and hath declined signing with us in the above Certificate. We do certify, that the said *James Kemplin* declared in our Presence on the said 10th Instant, that he looked on the Band of Musicians who had entered into Articles with Mr. *Sberidan*, as Slaves of the said *Sberidan*, and that they ought to be subject to him as such.

OLIVER DELAHOYDE.
STEPHEN STORACE.
THOMAS DELAHOYDE.

WHEREAS *Francis Woder* and *Stephen Storace*, by the unanimous Consent and Approbation of the whole Band of Musick belonging to Mr. *Sberidan*, waited on said Mr. *Sberidan* on *Thursday* Morning the 8th of *March* 1749, in order to prevent any Obstruction to the Performance of the Band of Musick at the New Garden in *Great-Britain* Street, for the Benefit of the Lying-in-Hospital; which Band was under Contract by a previous Engagement to Dr. *Mosse*, entered into with him to perform every fair Morning from
Monday

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Monday *March* the 5th, to the 8th of *April* following, by Consent of Mr. *Sheridan* delivered to us by Mr. *Pasquali* in *January* last, which Consent he refused to confirm on our said Application to him, and further threatned to put the Articles between him and the Band in force against any one who should either perform or sing at the said Garden.

FRANCIS WODER.

STEPHEN STORACE.

WE the undernamed Persons do certify, That *Frederick Seafabrt*, *John Rook*, and *Henry Mountain*, did in our Presence on *Saturda* the 10th Instant, own and declare to Dr. *Mosse*, that notwithstanding an Advertisement signed by them in *Faulkner's Journal* of the 10th Instant, they had never made any Declaration to Dr. *Mosse*, that they thought themselves bound in Honour to play the Season thro' with Mr. *Sheridan*, and that without his Consent they could make no Agreement.

STEPHEN STORACE.

ROWLAND JACOB.

OLIVER DELAHYOYDE.

FRANCIS WODER.

THOMAS DELAHYOYDE.

GEORGE WADE.

JAMES KEMPLIN.

It will probably be a Matter of Surprize, to any Person, who takes the Pains to examine the above Advertisements, when he finds, that there is not one Syllable in those published by Mr. *Mosse*, (except in the last, which is nothing to the Purpose) which contradicts those that were published by Mr. *Sheridan*; only a bare Assertion made by Mr. *Mosse*, which is unsupported by any Evidence, and which has already been incontestibly proved to be without

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foundation. But there is one Part of Mr. *Mosse's* Advertisement, which deserves some Animadversions. The Words are these, " Mr. *Sheridan* indeed co-operated with me in *February* last, in the Performance of *Judas Maccabæus*, for which I am to pay him above 50 Pounds Sterling. If this co-operation was intended to be of the same Nature, I hope, I am blameless for declining it."

It must be obvious to every Reader, that these Words seem intended to insinuate, that Mr. *Sheridan* was a Gainer of more than fifty Pounds, by undertaking the Performance of *Judas Maccabæus*, for the Benefit of the Lying-in-Hospital; and that Mr. *Mosse* was apprehensive that Mr. *Sheridan* expected a Sum of Money for assisting Mr. *Mosse* with his Band at the Gardens. As to the latter Part, Mr. *Sheridan* has already shewn, that Mr. *Mosse* was informed of his Intentions to the contrary. As to the Performance of *Judas Maccabæus*, Mr. *Sheridan* will shew that Mr. *Mosse* knew that He was not to be a Gainer of the Sum He has mentioned; He will shew also that he was a considerable Loser, by that Performance; and he will shew too that Mr. *Mosse* was a considerable Gainer.

Mr. *Mosse* knows very well that all the necessary Expences, such as Bills, Tickets, additional Hands and Voices, Chorus Singers, Candles, &c. are to be deducted out of the above Sum, and that not half of it is to go into Mr. *Sheridan's* Pocket.

Mr. *Sheridan* will now shew, that He was a considerable Loser by lending his Performers upon this Occasion.

Some Time in *January* last, Mr. *Sheridan* was applied to by the Governors of the Charitable Infirmary on the *Inn's-Quay*, to undertake the Performance of the Oratorio of *Deborah*, for the Benefit

nefit of that Charity, and was desired to propose the Terms. He immediately replied, that notwithstanding the extraordinary Expence of His Band, and notwithstanding He had a pressing Occasion to employ their Time in his own Business, yet as it was a laudable Charity, He would undertake to have it performed at as cheap a Rate, as they ever had one done before. The Expence of that which had been performed the preceding Season, was pitched upon as the Sum to be paid, and immediately agreed to by Mr. *Sheridan*. Mr. *Mosse* applied in the same Manner, and his Proposal was accepted upon the same Terms. Now let us see what Mr. *Sheridan* was to gain by this. There has been already delivered to him a Bill by Mr. *Neil* of *Fishamble-street*, the Agent upon this Occasion, of upwards of thirty Pounds, for the necessary Charges attending the Performance of the Oratorio for the Charitable Infirmary, and he supposes the same Charge will be made to him for Mr. *Mosse*'s. Now the Sum Total to be paid for both, is 102 Pounds or thereabout, from which deduct 60 and there will remain 42 Pounds to Mr. *Sheridan*; when it comes to be considered that the Time of His Performers was entirely taken up, in order to get ready in the two Oratorio's, for the Space of a whole Month, and that his own Business was at a Stand during that Month, in the very best Part of the Season; sure no one will suppose that Mr. *Sheridan* was so infatuated as to consider the Sum of forty two Pounds as an Equivalent for so large a Portion of Time being employ'd at such a Juncture by a Band that costs him fifteen hundred Pounds. This will appear more strong, when it comes to be considered that He had the Opera of *King Arthur* at that very Time in Rehearsal, an Opera, in the preparation for

for which He has expended near five hundred Pounds, and which on Account of those very Oratorio's he postpon'd to so late a Part of the Season, that He fears the utmost Favour of the Publick will hardly reimburse him his Cost; when had He performed it sooner, he had a probability of being a considerable Gainer by it. Mr. *Sheridan* was far from thinking He had made an advantageous Bargain; He must much rather have made a Present out of his Pocket to each of the Charities of fifty Pounds, than have entered into the Undertaking, could it have answered their Purposes as well, and He would have been a Gainer by so doing. His only Motive for entering into it was this; that as He had secured the principal Performers to the Theatre, the Oratorios could not well be performed but by his Assistance; and He would give no room for any Person to think that He would be in the least instrumental to the stopping the Channel of Charity. To this View He sacrificed all consideration of private Interest. He has ever endeavoured to make the Theatre contribute as much as possible to charitable Purposes, but of all his endeavours He owns He looks upon this to be the most meritorious. And yet see what a Return He has met with from a Man who was under particular Obligations to him on this Occasion. In the first Place Mr. *Mosse* was a Gainer of one hundred and fifty Pounds by Mr. *Sheridan's* co-operation; without which co-operation He knows He could not have received one Shilling. In the next Place, had Mr. *Sheridan* given way to private Resentment, He would on no account have assisted Mr. *Mosse*: His Behaviour to him on that Occasion, was as extraordinary and much of the same Nature with that since, in regard to the Musick. Without the Leave or Knowledge of Mr. *Sheridan*, He advertised that
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the Oratorio should be performed on one of the usual Play Nights; and for some Time persisted in it, as if determined to force his Band to play, whether Mr. *Sheridan* would or no. But upon the Manager's being somewhat peremptory in his Resolution to withstand this Act of Violence, Mr. *Mosse* thought proper to apply to him in Person, At which Time dropping all private Resentment, for the sake of the Charity, the Manager appointed one of his usual Play Nights for the Performance, (a Favour not done to the Infirmary) which Night at that Season of the Year, would at a moderate Computation have produced sixty Pounds to any of his Plays.—So that after Mr. *Mosse* shall have paid to Mr. *Sheridan* the Sum stipulated, of which there are but two and twenty Pounds to go into his Pocket, He will be an immediate Loser of near forty Pounds by the Undertaking, besides the much greater Loss before mentioned.

The last Paragraph but one of Mr. *Mosse*'s Advertisement, hath something in it of a most extraordinary Nature. It is this, “ And if I declined coming to an Agreement on his Application to me, one of my Reasons was, because he declared He had no Authority or Commission from Mr. *Sheridan* to make such Application to me.” In the Name of Wonder! what could Mr. *Mosse* mean by these Words? Mr. *Sheridan* had no Favour to ask of him, He knew it; why then did He expect an Application to him. Mr. *Sheridan* could have made none, unless He had gone to him

—Bow'd low, and in a Bondman's Key
With bated Breath and whispering humbleness
Said thus —

“ Fair

“ Fair Sir, pray do not force away my Band
 “ from me, I am willing to lend them to you
 “ without Fee or Reward, be so kind as to accept
 “ of them, and out of your unbounded Goodness,
 “ do not make use of their assistance to ruin me.”

After this extraordinary Advertisement of Mr. *Mosse's*, follows Mr. *Storace's*. — This has been already animadverted on, all that He says is admitted for Fact, except one expression, viz. “ that He had no Objection to their entering into an Engagement with Mr. *Mosse*.” Mr. *Sheridan* never once mentioned the Expression, that he would give him or any of the Band Leave to enter into an Engagement with Mr. *Mosse*, as is clear from Mr. *Pasquali's* Certificate. Vid. App. p. 17.

In the subsequent Advertisement of the Band, it is observable that tho' they speak some Truth, they never speak the whole Truth. — The first Paragraph in which this is remarkable, is this, “ and in a few Days Mr. *Pasquali* brought us an Answer to our Message, viz. *That Mr. Sheridan had no Objection to our Request, and that we might engage with Dr. Mosse*.” Now taking it for granted, that this were true (which it certainly is not, at least it is clear that Mr. *Sheridan* never sent such an Answer) see how artfully they have omitted the mention of the Condition upon which they might engage, as certified by *Storace*, in the preceding Advertisement, viz. “ *to play at such Hours as did not interfere with the Theatrical Business*.” They seem however aware that this Objection might be started, and strive to guard against it in the subsequent Paragraph, viz. “ and we do further certify, that it was at that time, and now is our Opinion, that our Performance at Rehearsals in the Morning at the Theatre, might be easily so ordered, as not to interfere with our
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“ Performance at said Garden, between the Hours
“ of Twelve and Three o’Clock.”

With all due Deference to Mr. *Moffe’s* greater Skill in Theatrical Affairs, and with all Submission to the Gentlemen of the Band, the Manager most humbly conceives, that *He* is the proper Judge of what are the most convenient Hours for musical Practises to be appointed, so as not to interfere with *his* Business. This is a sufficient Answer to *them*. But for the Satisfaction of the Publick, He will shew that He could have those Practices at no other Hours. No Rehearfal of any thing by Theatrical Usage, can be fixed before ten in the Morning. The Time between ten and half an Hour after twelve is constantly employed every Morning in the Rehearfal of Plays. The Vocal Performers are obliged to be at the Theatre in the Evening, before five o’Clock, in order to Dress. It is to be presumed that they Dine, and the Space between three and five is little enough for that Purpose, and for preparing their necessary Ornaments, &c. As there are always Farces or Entertainments, they can seldom get Home ’till Eleven o’Clock at Night, which Hour is full late for them to take some Refreshment after the Fatigues of the Day. So that it is clear as Noon-Day, that the only Space of Time the Manager can appoint for Musical Practices, is between the Hours of twelve and three.

It will perhaps appear in a ludicrous Light to the Publick, when they know that these *self-appointed Judges*, were to receive an *extraordinary Pay* for their Attendance at the Garden, and in that Case no one will doubt but that they will judge their Attendance at the Theatre during those Hours might be dispensed with.

These

These Gentleman in the usual Strain which runs thro' the whole Advertisement, further Certify, " that the said Declaration of Mr. *Sheridan*, was " not made 'till *Thursday* last, at the Instant we " were leaving Mr. *Pasquali's* Lodgings to go to " the intended Performance at said Garden. But they forgot to certify that this was the first Time that Mr. *Sheridan* ever met them, or had any Conversation with them on the Subject.

Of the same Nature is the Advertisement signed, *Francis Woder. Stephen Storace.*

They are very particular in certifying, " that " they waited on Mr. *Sheridan* on *Thursday* Morning, the 8th of *March*, 1749, in Order to " prevent any Obstruction to the Performance of " the Band of Musick at the new Gardens, &c.

But they forgot to mention that the 8th of *March* was the very Morning on which the Gardens were opened, and that they did not go to Mr. *Sheridan* 'till within two Hours of the Time of the intended Performance. They forgot to mention that this was the first Application they or any of the Band ever made in Person to Mr. *Sheridan*. They forgot to mention that this was the first Time they ever informed him of their having entered into an Engagement with Mr. *Mosse*. They forgot to mention how earnestly they pressed Mr. *Sheridan* to let them go for that Morning only, and no more. What their Views might be in this mysterious Conduct, or whether they foresaw the Consequences which might naturally attend it, Mr. *Sheridan* will not pretend to determine. But whatever shallow Politician laid the Plot, the Manager was not so easily to be duped. He saw too clearly that had He patiently acquiesced in their obeying Mr. *Mosse's* Order to attend at the Gardens for

For *that Morning only*, it would be a tacit Confession of Mr. *Mosse's* Right to command them according to the Tenour of their Engagement with him. It would be a strong presumptive Proof that Mr. *Sheridan* had given his Consent to their entering into that Engagement, which He has been since charged with; and above all, it would be a Ratification of that Engagement, had Mr. *Sheridan* consented to their proceeding to Action upon it, after having received certain Intelligence from their own Mouths, that they had entered into such an Engagement. And this would stand good in Law against Mr. *Sheridan*.

Now the Knot is unravel'd, the Clue of Mr. *Mosse's* whole mysterious Proceeding is reveal'd. The Reader will no longer be at a Loss to know the Reason why Mr. *Mosse* so obstinately persisted in his Resolution not to apply to Mr. *Sheridan*, nor why He made so peremptory a Declaration. —

That He would not only not speak to him on that Subject, but that He would not suffer any Body else to give the least distant Hint of it in his Name.

I DO hereby certify that, in the Name of the Band, I applied to Mr. *Sheridan* to know whether he would give them Leave to perform at the Garden in *Great-Britain Street*, in the Months of *March, April, and May*, at such Times as He had no Occasion for their Attendance at the Theatre.

—The Sum of his Answer was to this Effect, *That if He could contribute to the promoting a Charitable Design, and at the same Time be of Service to the Band, without interfering with*

“ his Theatrical Business, He could foresee no
 “ Objection to the giving them Leave to perform
 “ at the Garden at such Times as He had no
 “ Occasion for them.” I looked upon this as a
 Favour done by Mr. *Sheridan*, to Mr. *Mosse* and
 the Band, and never thought that they would con-
 sider it as any other, or claim it as a Matter of
 Right.

I further certify, That Mr. *Sheridan* never once
 mentioned that He would give the Band Leave to
 enter into any Engagement with Mr. *Mosse*.

I further certify, That Mr. *Sheridan* never dropt
 the least distant Hint that He expected any Ad-
 vantage should accrue to himself upon this Occa-
 sion.

I further certify, That I told Mr. *Mosse*, that
 Mr. *Sheridan* never had, nor would consent to his
 having the Use of the Band upon the Terms men-
 tioned in his Advertisement, in pursuance of his
 Engagement with them; but that Mr. *Sheridan*
 was very willing to give Mr. *Mosse* a Meeting and
 settle Matters upon an amicable Footing; which
 Mr. *Mosse* resolutely declined.

I do further certify, That at the particular Crisis
 when the Gardens were opened, Mr. *Sheridan*
 could less have spared his Vocal Performers than
 at any other Part of the Season, as their utmost
 Application was necessary to get ready in the
 Opera of King *Artbur*, which was to be performed
 in the ensuing Week; and that as many private,
 and publick Rehearsals, as could be procured in
 that Space, were necessary to the performing that
 Piece with Decency.

I do further certify, That since I have had the
 Honour to be Director of the Band at the Theatre
 Royal, I never could find any Time convenient
 for

For publick Practices of Musical Entertainments, but between the Hours of Twelve and Three. And far from thinking myself a Judge of what was the precise proper Time of beginning those Practices, so as not to interfere with the other Business of the Stage, I never once took upon Me to appoint any one Practice, without first consulting the Manager, or his Substitute.

Of the Truth of the above, if called upon, I am ready to make Oath.

NICOLÒ PASQUALI.

F I N I S.

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